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Daniel M. Eggermann

Attorneys for The NPD Group, Inc. and NPD Intelect, LLC

**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)
)
LEHMAN BROTHERS HOLDINGS INC.) Chapter 11
)
) Case No. 08-13555
Debtor.)
)
)

**SUPPLEMENTAL OBJECTION OF THE NPD GROUP TO DEBTORS' MOTION TO
APPROVE THE SALE OF THE PURCHASED ASSETS AND THE ASSUMPTION
AND ASSIGNMENT OF CONTRACTS RELATING TO THE PURCHASED ASSETS**

The NPD Group, Inc. and NPD Intelect, LLC (collectively, “NPD”) by and through its undersigned counsel, respectfully submits this supplemental objection to the proposed assumption and assignment by the Debtors of their contracts with Lehman Brothers Inc. (“LBI”). Specifically, NPD objects to the proposed cure amounts necessary to assume and assign NPD’s contracts with LBI. In support of this objection, NPD states as follows:

BACKGROUND

NPD, together with its affiliates, is a leading global provider of consumer and retail market research data for a wide range of industries. NPD and LBI are parties to two services agreements – one of which was entered into in 2007 (Order Form – SOW No. 3970-X40-042607) (the “2007 Agreement”) and the other in 2008 (Order Form – SOW No. 3970-

X40-041808) (the “2008 Agreement” and together with the 2007 Agreement, the “NPD Agreements”) – pursuant to which NPD provides certain market research data to LBI.¹

On September 15, 2008, Lehman Brothers Holdings Inc. (“LBHI”) commenced a voluntary case under chapter 11 of title 11 of the United States Code. On September 16, 2008, its affiliate LB 745 LLC (“LB 745” and together with LBHI and LBI, the “Debtors”) also commenced a voluntary case under chapter 11. On September 19, 2008 LBI became the subject of a proceeding under the Securities Investors Protection Act which is currently pending before this Court.

On September 17, 2008, Debtors filed a motion with the Bankruptcy Court seeking authority (i) to sell certain of the Debtors’ assets (the “Sale Motion”) and (ii) to assume and assign certain executory contracts, to a third-party purchaser (“Barclays”). In connection with the Sale Motion, the Debtors provided schedules (the “Schedules”) identifying certain of the Debtors’ executory contracts along with corresponding cure amounts.

While the NPD Agreements are not specifically identified with particularity, the Schedules identify two contracts by reference only to “NPD Group Inc.” and set forth a cure amount of \$4,253.89. For purposes of this objection, NPD assumes that the contracts identified in the Schedules are the NPD Agreements.

OBJECTION

While NPD has no objection to the ultimate assumption and assignment of the NPD Agreements to Barclays, NPD objects to the cure amount proposed by the Debtors as such cure amount does not comport with the actual amounts owed by LBI to NPD as reflected in NPD’s books and records. Indeed, while NPD’s records indicate that no cure amount is owed

¹ The NPD Agreements contain confidential commercial information, including as to pricing, and are not attached hereto.

with respect to the 2008 Agreement, there is approximately **\$134,387.72** owed for services under the 2007 Agreement. (See Invoice attached hereto as Exhibit A).

While Section 365 of the Bankruptcy Code generally permits a debtor to assume or reject any executory contract, a debtor must first cure (or provide adequate assurance that it will promptly cure) all defaults. Here, Debtors cannot assume and/or assign the 2007 Agreement without paying NPD the **\$134,387.72** that LBI owes under that agreement. Accordingly, NPD objects to the assumption and/or assignment of the 2007 Agreement on the terms proposed by the Debtors.

WHEREFORE, NPD respectfully requests that the Court: (a) set the cure amount for the 2007 Agreement at \$134,387.72 and (b) award NPD such other or further relief as is just and proper.

Dated: September 29, 2008

KRAMER LEVIN NAFTALIS & FRANKEL LLP

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EXHIBIT A



LEHMAN BROTHERS
IMAGING PROCESSING SYSTEMS
C/O LEHMAN BROS INC
EXPENSE MGMT DEPT
PO BOX 2097
SECAUCUS NJ 07096
UNITED STATES
Attn: MICHAEL SESTITO

Invoice #: IN00034418
Invoice Date: 07/03/08
Due Date: 08/02/08
Terms: Net 30 days
Currency: USD
Customer PO: LBUSA0000010821

Contract UU2XL8003 RETAIL HARDWARE 2-YEAR DEAL

NPD IT HARDWARE, VIDEO GAMES, PC GAMES, NON-GAMES SOFTWARE
SUBSCRIPTION 0707-0609

LBUSA-0000010821

	Amount
0708-0609	125,596.00
TO PB: UPLOAD ON LB's WEBSITE	

Invoice Total	125,596.00
Tax	8,791.72

Balance Due	134,387.72
=====	

We appreciate your prompt payment.
Call (516) 625-2363 with questions.
Subject to 1.5% monthly late payment
charge.

Remit to: NPD Intelect LLC
General Post office
PO BOX 29323
New York NY 10087-9323
USA

Federal ID# 11-3398781
By Wire: JP Morgan Chase Bank
Acct# 893-140-775
Route# 0210-000-21

Call to process payment via credit card
to (516) 625-2393. Our credit limit is
\$25,000 per invoice.

INVOICE